



## **Digital Wallets**

### **1. Scope**

These terms and conditions govern your use of eligible debit or credit cards (each, a “Card”) issued by the retail branch of Arab Banking Corporation (B.S.C.) in Bahrain (“ila”, “we”, “us”, and “our”) when you add, attempt to add, or keep a Card in digital wallets provided by a third party (each a “Wallet”) on any compatible wireless mobile phone or device that supports Wallets (each a “Device”). These terms and conditions apply in addition to our other terms and conditions and our privacy policy which are incorporated herein by reference and apply to the services offered by ila. These terms and conditions also represent your agreement with ila regarding the use of your eligible ila debit or credit card account with Wallet services. Within these terms, “you”, “your”, or “user” refer to the member whose name is located on the Card or any authorised user of the Card.

### **2. Wallet services**

Wallets are available for the purpose of purchasing goods and services using a Device with merchants who accept them as a form of payment. Wallets enable you to create and store virtual representations of your Card and add account information on your supported Device creating a mobile Wallet that will permit you to use your Wallet to authorise and make payments at merchants’ point of sale terminals or readers without your plastic Card. Your Wallet may not be accepted at all places where your Card is accepted. The purchase transactions with your Card as a Wallet will still be governed by your ila card and account agreements.

### **3. Relationship to Wallet service providers**

Wallets are services offered by third-parties that use eligible corresponding Devices. ila does not own, operate, or control Wallets or Wallet service providers, and is not responsible for any service provided to you by a Wallet service provider or by any third party engaged by a Wallet service provider. We likewise are not responsible for any information or other services provided to you by Wallet service providers or any other third parties associated with the corresponding service. We are not liable for any failure or performance of Wallet services. You understand that your use of Wallets will also be subject to agreements or terms of use with the corresponding Wallet service provider or other parties.



#### **4. Relationships to other agreements**

Your enrolment into the Wallet service does not impact any other agreement we have with you. The terms of use for your Card remain in full force and effect regardless of whether or not you use a Wallet service. Your cardholder agreements with us contain governing law and dispute resolution provisions which also apply to your use of your Card through a Wallet service. For the avoidance of confusion, any transaction you make with your enrolled ila Card using a Wallet service will be considered the same as if you had used your Card in person to conduct the transaction and all applicable fees and interest (in the event of an enrolled credit card) will apply per the terms of your cardholder agreement with us.

#### **5. Eligibility**

In order for us to authorise your use of your ila issued Card within a Wallet service, your Card and the underlying account must be in good standing and you must not be restricted from using the corresponding Wallet based upon any limitations imposed by the Wallet service provider, your wireless service provider, and/or any third party associated with the Wallet service provider.

#### **6. Device eligibility**

You are required to have an eligible Device in order to use this service. Wallet service providers, at their sole discretion, determines which Devices are eligible to be used with their Wallet service.

You acknowledge that use of an ineligible Device with a Wallet service may be expressly prohibited, may constitute a breach of these terms and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your Card in a Wallet service. For example, Devices which have been unlocked in an unauthorised fashion (“jail-broken”) or otherwise modified are not eligible to use by certain Wallet service providers. We are not liable to you for the effects (third party or otherwise) of any termination or suspension of Wallet services.

#### **7. Fees**

We do not charge any fees for using a Wallet service. Please review your ila account agreement and/or card agreement for any applicable fees, interests, or other charges associated with your Card. You are responsible for any fees or other charges that your wireless carrier, any Wallet service provider, or other third parties may impose. We reserve the right to institute charges for account access or for additional transactions or features in the future, but only after notification in accordance with the ila terms and conditions.

#### **8. Suspension of Card**

We may block, suspend, or cancel use of your ila issued Card within a Wallet service. We may take these actions at any time and for any reason, such as if we suspect fraud with your Card, your Device becomes lost or stolen, or if applicable laws change.



## **9. Data privacy**

You agree that we may collect, transmit, store, and use certain information about you and your use of your Card in Wallet services in accordance with ila's privacy policy. You agree that we may share your information with the Wallet service providers and others in order to provide the services you have requested and to make information available to you about your Card transactions. You understand and acknowledge that third parties, such as the Wallet service provider, will have access to certain details regarding Card transactions made using the Wallet service. You understand that information that is provided to or held by third parties in relation to a Wallet service is outside the control of ila. Any information you disclose to a Wallet service provider or any other third party is subject solely to their security policies and governed by their respective privacy policies and not the ila privacy policy applicable to your Card or the underlying account.

## **10. Indemnity**

You agree to indemnify, defend, and hold ila harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of a Wallet service, any negligent or intentional action or inaction, and/or any breach of these terms and conditions. You agree that this paragraph shall survive the termination and/or closure of an ila account or Card for any reason.

## **11. Your responsibilities**

In the event of your death, towards discharging ila's obligations under Bahrain law, ila will follow and comply with the provisions of Bahrain inheritance law in respect of any payments or deliveries related to your account.

### **11.1 Card enrolment in a Wallet**

If you want to add a Card to a Wallet, you agree to follow the procedures adopted by the Wallet service provider and any further procedures we adopt. We may not add a Card to a Wallet if we cannot authenticate the Card or if we otherwise suspect that there may be fraud associated with the Card.

### **11.2 Report lost or stolen Devices or Cards**

If you enrol in a Wallet and your Device is lost or stolen, or you have reason to believe that your Device has been compromised, including that of your fingerprint reader, PIN, or other security device, you agree to

contact us immediately so that we can take action to disable your Card for use within the Wallet service. Given that your Device can be used like a Card to make purchases, you must immediately notify us in the event your Device is lost or stolen with the same urgency as if your actual Card is lost or stolen. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorised use of your Card whether that use was through the Wallet service or not.fees.



### **11.3 Security**

You are solely responsible for maintaining the confidentiality of your User ID, passwords, Device passwords and any other means that you may use to securely access a Wallet on your Device. If you share these credentials with anyone, that person may be able to use your Wallet to make purchases or obtain access to your personal and payment information. You agree to safeguard your Device at all times and not leave it unattended.

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